



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 440

IN THE MATTER OF WILLIAM J. STANTON

DISPOSITION AGREEMENT

This Disposition Agreement (Agreement) is entered into between the State Ethics Commission (Commission) and William J. Stanton (Stanton) pursuant to Section 5 of the Commission's **Enforcement Procedures**. This Agreement constitutes a consented to final Commission order enforceable in the Superior Court pursuant to G.L. c. 268B, §4(j).

On March 16, 1987, the Commission initiated a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, involving Stanton, the former manager of the Speaker's business office at the House of Representatives. On May 25, 1988, Stanton and the Commission entered into a letter agreement by which he agreed to enter into a disposition agreement regarding his violations of G.L. c. 268A and/or 268B while he was such business manager. Thereafter, at the request of the Department of the Attorney General, the Commission deferred taking any further civil action regarding Stanton's conduct pending that office's criminal investigation of that conduct. In April, 1991, Stanton plead guilty in the Superior Court to four counts of violating G.L. c. 268A and one count of violating G.L. c. 266, §67A (submitting false invoices). On September 11, 1991, the Commission formally concluded its inquiry and found reasonable cause to believe that Mr. Stanton violated G.L. c. 268A, §'2 and 3.

The Commission and Stanton now agree to the following findings of facts and conclusions of law:

1. Between January, 1985 and February, 1987, Stanton was the manager of then Speaker George Keverian's State House business office. As such, Stanton was a state employee within the meaning of G.L. c. 268A, §1. His responsibilities as business manager included the ordering of all furniture and supplies for the House.
2. Between January 1985 and April 1988, Gregory Delcore was employed by the Speaker's office as the chief of staff.
3. Between February, 1985 and February, 1987, Tony Ciaramataro (Ciaramataro) was employed by the Speaker's Office as the assistant House photographer.
4. Between early 1985 and February, 1987, Ciaramataro ordered and the House paid for approximately \$50,000 in photographic equipment and supplies from General Photographic Supply, Inc. (General Photo), a Boston photographic supply vendor owned by Milton Mishara (Mishara).
5. At some point in 1985 Delcore, Ciaramataro and Mishara created a "substitution scheme" whereby Delcore and Ciaramataro could substitute, and keep for personal use, any item they wanted instead of the item appearing on a state purchase order. At some later point, Stanton became a participant. As business manager, Stanton approved each purchase order for equipment and/or supplies the House purchased from General Photo. Ciaramataro signed General Photo's invoices certifying that the goods had been delivered to the state. In turn, Stanton, as business manager, approved the invoices for payment. The state would subsequently pay for the item in the amount indicated on the invoice, and this payment would cover the items the participants in the scheme personally received from General Photo.

6. Through this “substitution scheme” Mr. Stanton received a number of consumer goods, including a wide-screen Sony color television set, the total value of which was approximately \$1,600.00.

7. Section 2 of G.L. c. 268A, in pertinent part, prohibits a state employee from corruptly soliciting or accepting anything of value for himself from another person in return for being influenced to commit or aid in committing a fraud on the commonwealth.

8. The consumer goods referenced above were obviously of value. Mr. Stanton accepted them in return for his committing or aiding in committing a fraud on the commonwealth, i.e., the above described “substitution scheme.” Stanton aided the scheme by his approving first the purchase order, and then the invoices for payment. Stanton corruptly accepted these items because he knew they were given to him in exchange for his aiding the “substitution scheme.”

9. By corruptly accepting these consumer goods in exchange for his being influenced to commit or aid in committing a fraud on the commonwealth, Stanton violated §2.

10. According to Stanton, the Samuel Bluestein Company is a furniture and office supply company located in Malden. Between July, 1986 and February, 1987, it sold approximately \$42,000 in office furniture to the House. This furniture was ordered by Stanton as the Speaker’s business manager. In addition, he approved the invoices for payment upon proof of delivery of the furniture.

11. According to Stanton, in the fall of 1986, the Samuel Bluestein Company offered Stanton a Henry Miller leather chair and ottoman (valued at approximately \$3,500) as a gratuity in appreciation for Stanton’s purchases of furniture from the company. Stanton accepted the offer.

12. Section 3 of G.L. c. 268A, prohibits a state employee, except as otherwise provided by law for the proper discharge of official duties, from soliciting or accepting any item of substantial value for or because of any official act or act within his official responsibility performed or to be performed by him.

13. The chair and ottoman were items of substantial value. They were given to Stanton in appreciation for his having done substantial business with the Samuel Bluestein Company and to create goodwill in the hopes that he would continue to do business with the Samuel Bluestein Company.

14. By accepting an item of substantial value (the chair and ottoman) for himself for or because of the business he had or would do with the Samuel Bluestein Company as a House vendor, Stanton violated §3.

15. According to Stanton, in or about November or December, 1985, Stanton, along with the then Speaker’s Office Chief of Staff, Gregory Delcore, took two personal trips to Vermont, along with certain family members and guests. While in Vermont, they and their invitees, dined at local restaurants. On two occasions, Stanton, at Delcore’s direction, used his American Express card to pay for dinners, where the cost of each dinner was approximately \$300. Delcore told Stanton he would take care of the costs of the meals later.

16. According to Stanton, in or about February, 1986, State House lobbyist Joseph Grant approached Stanton in his State House office and gave him an envelope containing \$300 in cash. Grant indicated that he was doing this at Delcore’s direction. Stanton reviewed his American Express records and realized that the \$300 would not cover the costs for the dinners in question. Stanton then told Delcore that the money he received was not enough to pay for the meals. Subsequently, in or about March, 1986, Grant gave Mr. Stanton another \$300 cash payment in Stanton’s office.

17. In his capacity as business manager, Stanton was in a position to indirectly affect Grant’s interests as a lobbyist.

18. Stanton accepted the \$600 in cash knowing that Grant was seeking to establish goodwill with Stanton and Delcore in their official positions.

19. By accepting an item of substantial value (\$600 cash) for himself for or because of official acts he had or would perform within his official responsibility, Stanton violated §3.

20. During all times relevant herein, Richard Sousa was the State House carpenter.

21. As business manager, Stanton had some official responsibilities for Mr. Sousa's job performance.

22. According to Stanton, in or about 1986, Stanton asked Sousa to construct a cabinet and shelves for Stanton's personal residence. Sousa did this. The value of the materials and labor was in excess of \$50. Stanton did not pay anything for the labor or materials.

23. Stanton accepted the cabinet and shelves knowing that Sousa was giving them to him in the hopes of generating goodwill in Stanton's official capacity.

24. By accepting an item of substantial value (the cabinet and shelves) for himself for or because of his official business relationship with Sousa, Stanton violated §3.

25. In view of the foregoing violations of G.L. c. 268A, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings on the basis of the following terms and conditions agreed to by Stanton:

1. that he pay to the Commission the amount of \$3,500 (three thousand five hundred dollars) as a civil penalty for his violations; and

2. that he waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in any related administrative or judicial proceeding to which the Commission is or may be a party.

Date: April 28, 1992